

A.G. Contract No. KR94-1761-TRN
ECS File: JPA 94-104
Phoenix File:
Project: RAM 600-2-514
Section: SR 51 Squaw Peak Hwy.
Northern Ave. - Shea Blvd.

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

71479

THIS AGREEMENT is entered into 13 July, 1994,⁵
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PHOENIX, acting by and through its City Council (the
"City").

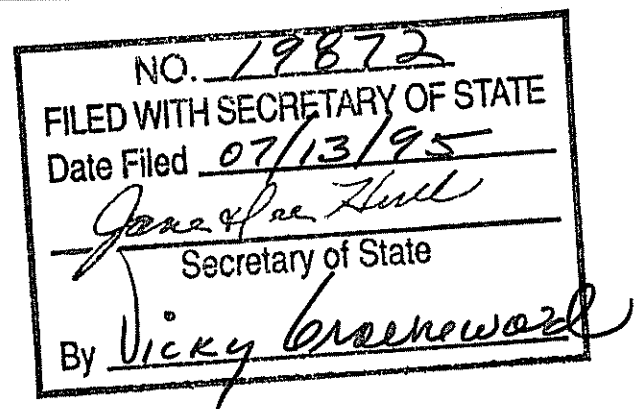
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter, Chapter 2 Section 2 to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on the Squaw Peak Highway (SR 51), from Northern Avenue to Shea Boulevard, herein referred to as the Project, as shown on the Landscape Maintenance Exhibit, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Prepare plans for the landscape project, submit to the City for review and concurrence. Upon concurrence, call for bids and award one or more construction contracts. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

b. Maintain the landscaping and irrigation system generally in the right of way within the access control, furnishing all labor, materials (excluding water) and electrical power to maintain the same. The areas for maintenance are shown in the attached Landscape Maintenance Exhibit. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual."

2. The City will:

a. Furnish and install necessary water services for the irrigation systems from water mains to the designated locations within the right of way at the State's expense.

b. Furnish all water to the irrigation system for plantings during the construction contract landscape installation phase and landscape establishment period, and all water thereafter necessary to properly maintain the landscape within all areas of the project, all at City expense.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to City.

d. Maintain the landscaping and irrigation system generally in the right of way outside the access control, furnishing all labor, materials and electrical power to maintain the same. The areas outlining maintenance responsibilities are shown in the attached Landscape Maintenance Exhibit. Maintenance

shall consist of the care of all landscaping in accordance with accepted horticultural practices, and shall also include but not be limited to keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Room 222#/MD616E
Phoenix, AZ 85007


City of Phoenix
Street Transportation Director
200 W. Washington
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the argreement is in proper form.

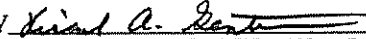
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks,
City Manager

STATE OF ARIZONA
Department of Transportation

By 

JAMES H. MATTESON, P.E.
Street Transportation Director

By 

ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

Attest:

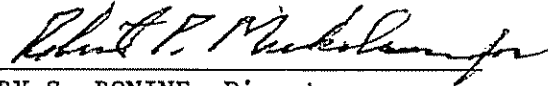
By 
City Clerk

15JUL94
iga-landwri

RESOLUTION

BE IT RESOLVED on this 20th day of July 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of landscaping certain areas within the right of way on the Squaw Peak Highway (SR 51), from Northern Avenue to Shea Boulevard.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.



LARRY S. BONINE, Director
Arizona Department of
Transportation

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.

DATED this 26th day August, 1994.

Michael D. Heene

ACTING City Attorney

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

07321

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION Formal Action: Bid Award ___ License Application ___ Other ___
REQUESTED Ordinance ___ Resolution X Emergency Clause? N (Y/N)

SUBJECT: COUNCIL DISTRICT NO. 3 - LANDSCAPE MAINTENANCE AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX
FOR THE SQUAW PEAK HIGHWAY FROM NORTHERN AVENUE TO SHEA BLVD.
(NOTE: Please use the same subject as on Page 2 of the RCA)

PREPARED BY Name: Daniel P. Matthews Phone: 2-6871 W.P. Doc.No. admrl030-3
Backup Material being sent under separate cover? (Y/N) Y

RECOMMENDED Department Name: Street Transportation Department
BY Date Prepared: 5/31/95 Div. Approval: J. Donald Herp, P.E.
Req. Agenda Date: 5/24/95 Dept Approval: J. Donald Herp (acting)
If prepared for a different department:
Dept. Name/Approval: Parks, Recreation and Library Department
James A. Colley, Director

BID AWARD/ Bid Bond Required? N Performance Bond Required? ___
FORMAL ACTION Submitted by Low Bidder? ___ Amount? \$ ___
Contract Required? ___ Requisition No. ___

Contract Amendment? ___ Current Contract No. ___
Approved by: Ord. ___ FA ___ on Date: ___

BUDGET \$67,700-95-96 Encumbrance? ___ (Y/N)
INFORMATION Fiscal Year? ___
Source of Funds: General Purpose Fund
Index Code(s): 203059 (St. Trans) 014985 (Parks)
Subobject(s): 2300(Water) 2842(Maint)
Availability of Funds Approval: Cecile Pettie

CITY MANAGER'S OFFICE

APPROVED BY: George W. Britton C.M. Control Number: 107

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: F-3615 RCA Number: 14951

Ordinance Number: S-22801 Resolution Number: ___

AGENDA ACTION This Item was: Adopted
Contract Number (if applicable): 71479



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1761-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of July, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8828G/93